

SUBSCRIBER AGREEMENT - BUSINESS

ACCOUNT NO. _____

DATE: _____
ALTECH AUTOPAGE CELLULAR (PTY) LTD
PRIVATE BAG X82, HALFWAY HOUSE
SOUTH AFRICA 1685

B

TEL: (011) 650-5111
FAX: (011) 650-2060

ALTECH AUTOPAGE OFFICE USE ONLY

DEALER NAMES SALES PERSON
DEALER CODE TELEPHONE NO.

SUBSCRIBER DETAILS (PLEASE USE CAPITALS - ALL RELEVANT FIELDS TO BE COMPLETED)

ENTITY NAME TRADING AS
TYPE OF ENTITY ☐ JSE LISTED ☐ SUBSIDIARY OF JSE LISTED ☐ LTD ☐ PTY (LTD) ☐ CC ☐ OTHER
REGISTRATION NO. VAT NO. TRADING SINCE / /
NATURE OF BUSINESS TURNOVER R pa HOLDING COMPANY

IS THE ENTITY'S ASSET VALUE OR ANNUAL TURNOVER AS AT 1 APRIL 2011 EQUAL TO OR IN EXCESS OF THE THRESHOLD VALUE AS DICTATED BY THE CONSUMER PROTECTION ACT 68 OF 2008 (CPA), SECTION 5 (2)(B) READ WITH SECTION 6, AS MAY BE DETERMINED BY THE MINISTER (CURRENTLY IN TERMS OF GOVERNMENT GAZETTE NO. 33621) AS AMENDED FROM TIME TO TIME BY THE MINISTER? ☐ Y ☐ N

TELEPHONE NO. () FAX () E-MAIL PREMISES:

PHYSICAL ADDRESS CODE
POSTAL ADDRESS CODE

STATEMENT TO ATTENTION NAME TEL NO. () FAX NO. ()
DIRECTOR(S) / NAME ID NO.
MEMBERS / NAME ID NO.
PARTNERS NAME ID NO.

TRADE REFERENCE REF. NO. CONTACT NO. MSISDN:

SERVICES (MINIMUM CONTRACT TERM IS 2 YEARS)

NETWORK OPERATOR ☐ VODACOM ☐ MTN ☐ CELL C
MANDATORY CHARGEABLE SERVICES: CLI, AUTOSIM AND MONTHLY ITEMISED BILLING OR MY ACCOUNT
VALUE ADDED SERVICES ☐ YN CLR ☐ YN MY ACC. ☐ YN ACCOUNT MANAGER ☐ YN INSUR. ☐ YN INTERNET ACCESS TYPE OF ACCESS ☐ ISDN ☐ ANALOG
NUMBER OF LINES REQUIRED
MOBILE TELEPHONE NO.
IMEI NO.
TARIFF PLAN
INSURANCE OPTION
OTHER VALUE ADDED SERVICES
REFER TO ADDENDUM 1 FOR DETAILS OF ADDITIONAL MOBILE NO., SIM NO. AND IMEI NO.
SIM NO.
PHONE TYPE

BANKING / PAYMENT DETAILS

PAYMENT METHOD ☐ DEBIT ORDER ☐ CASH ☐ CHEQUE ☐ ELECTRONIC TRANSFER
(ALL PAYMENT METHODS OTHER THAN BY DEBIT ORDER OR ELECTRONIC TRANSFER WILL ATTRACT AN ADMINISTRATION FEE)
APPLICANT'S BANK BRANCH NAME/CODE
ACCOUNT HOLDERS NAME ACCOUNT NO.
ACCOUNT TYPE CREDIT/CHARGE CARD TYPE ☐ MASTERCARD ☐ VISA ☐ DINERS ☐ AMEX
CREDIT CARD/CHARGE CARD NO.
EXPIRY DATE MM / YYYY DEPOSIT R
CVV NO.

I HEREBY INSTRUCT AND AUTHORISE ALTECH AUTOPAGE CELLULAR (PTY) LTD TO DEBIT MY ACCOUNT OR CARD WITH THE TOTAL AMOUNT OWING BY ME EACH MONTH UNDER THIS AGREEMENT.

AUTHORISED SIGNATURE(S) DATE

DECLARATION

I HAVE READ AND AGREE TO:

- THE TERMS AND CONDITIONS FOR CELLULAR SERVICE AND THE CELLULAR SERVICE AGREEMENT AS STATED ON THE REVERSE SIDE OF THIS SUBSCRIBER AGREEMENT WHICH WILL BECOME BINDING ON ME ON ACCEPTANCE BY ALTECH AUTOPAGE CELLULAR (PTY) LTD.
- THE APPLICABLE ALTECH AUTOPAGE CELLULAR TARIFF PLAN WHICH WILL FORM PART OF THIS AGREEMENT.

I ALSO DECLARE THAT IN MY CAPACITY AS OF THE ENTITY, I AM AUTHORISED AND EMPOWERED TO SIGN AND ENTER INTO THIS AGREEMENT ON BEHALF OF THE APPLICANT.

FULL NAME (IN BLOCK LETTERS) ID NO.

RESIDENTIAL ADDRESS TEL NO. () (W)

..... TEL NO. () (H)

..... CODE
FOR HEAD OFFICE USE ONLY

SIGNATURE DATE
ACCEPTED BY ALTECH AUTOPAGE CELLULAR (PTY) LTD

ORIGINAL - ALTECH AUTOPAGE

PINK - DEALER COPY

GREEN - SERVICE PROVIDER COPY

WHITE - CUSTOMER COPY

1. DEFINITIONS

1.1 The following words, which are used in this Agreement, have these meanings as set out below:

- 1.1.1 **"Act"** means the Electronic Communications Act 36 of 2005 and includes any changes that are made to the Act from time to time. This Act regulates the Telecommunications Industry and other related sectors in respect of certain services that these industries offer;
- 1.1.2 **"Applicant"** means you or any other person that has filled in and submitted the Application Form on your behalf;
- 1.1.3 **"Agreement"** means these terms and conditions, which will apply to any person that has received any Mobile Goods or Services from us, read together with the Application Form, the transaction schedule, our training and user manual as well as any other applicable documents together with any Renewal Agreement;
- 1.1.4 **"Application Form"** means the form a person must fill in, in order to make application to us for certain Mobile Goods and Services that we may offer from time to time;
- 1.1.5 **"Authority"** means the Independent Communications Authority of South Africa established in terms of section 3 of the Independent Communications Authority of South Africa Act, 2000 and its successors who governs and oversees the telecommunications and electronic communications Industry;
- 1.1.6 **"Business Day"** means a Monday to Friday, excluding Saturday and Sunday and excluding any public holiday, which is described in the Public Holiday Act, 36 of 1994;
- 1.1.7 **"Connection date"** means the date on which we connect you to the Selected Mobile Goods and Mobile Services on the Network so that you may use the Selected Mobile Services and Mobile Goods;
- 1.1.8 **"Charges"** means the amounts charged by us in respect of the Selected Mobile Services and Mobile Goods. These amounts include, but are not limited to, the cost of, connection fees, call and data charges, levies, taxes and interest, if any. These charges will be set out under the Tariff;
- 1.1.9 **"Credit referencing procedure"** means the procedure that we follow to determine the creditworthiness of an Applicant;
- 1.1.10 **"Due date"** means the date on which any amounts that you owe us in respect of the Selected Mobile Services and Mobile Goods become due and payable by you, these amounts can be found on your Monthly invoice;
- 1.1.11 **"Gift Voucher"** means the vouchers issued by us, and shall in some instances be in the form of a debit card, which will entitle a Subscriber in possession of same to redeem such voucher for merchandise to the value of the Gift Voucher at those merchants that we have partnered with and in the case of a debit card voucher, at any other merchant who is willing to accept the debit card;
- 1.1.12 **"Initial Period"** means the initial period of this Agreement as described in the Application Form under the heading "contract period". The Initial Period, will begin on the Connection date and should a period not be specified the Initial Period will be 24 months from the Connection Date;
- 1.1.13 **"Interest rate"** means the interest that we may charge you on any outstanding amounts that are due and owing by you from time to time. Interest may be charged at 2 % (two percent) above prime rate per annum;
- 1.1.14 **"International Roaming"** means the optional service that will allow you to make use of certain foreign Networks so that you may make and receive calls while you are in country other than South Africa;
- 1.1.15 **"Migration"** means your right to change the type of Mobile Services and/or Mobile Goods you are receiving in terms of this Agreement. An example of this would be if you chose to move from one Tariff plan to another;

- 1.1.16 **"Mobile Good (s)"** means a GSM terminal. Some examples of GSM terminals are cellular phones or handsets, data devices, module, computers or laptops, and accessories that can be used by you to make and/or receive mobile telephone calls, and/ or to send and/or receive messages (SMS, MMS and other data) that are carried via the Network and/ or to access the Network for the purpose of using the Mobile Services provided to you as part of a package, for sale and / or rent;
- 1.1.17 **"Mobile Number"** means the mobile or cellular telephone number that is programmed into your SIM card used by you in your Mobile Goods;
- 1.1.18 **"Mobile Number Portability"** means that you can change your mobile Network, and still keep your existing mobile number;
- 1.1.19 **"Mobile Network Operator"** means a carrier service provider (CSP), wireless service provider, wireless carrier, or cellular company that provide services for mobile phone subscribers. Some examples of Mobile network operators are Cell C (Pty) Ltd, MTN (Pty) Limited, Vodacom (Pty) Limited;
- 1.1.20 **"Mobile Services"** means the mobile telecommunication services that we provide to you;
- 1.1.21 **"Monthly invoice"** means the detailed billing that we will send to you on a monthly basis. The Monthly invoice will be in a computerized format, and will set out all amounts that are due and owing to us in respect of the Selected Mobile Services and / or Mobile Goods provided to you;
- 1.1.22 **"Monthly Service Charge"** means the monthly Charges that you will be charged either in advance or in arrears, in respect of the Selected Mobile Services and/or Mobile Goods received by you in terms of this Agreement;
- 1.1.23 **"Network"** means the cellular network, which is made up of the network infrastructure and/or base stations. The infrastructure and/or base stations allow for radio coverage over large areas. This radio coverage allows Mobile Goods such as mobile phones, pagers, etc, to communicate with each other and with fixed transceivers and telephones anywhere in the Network. The Network is operated by the Mobile Network Operator and made available to you by us;
- 1.1.24 **"Office hours"** means our normal business hours, as determined by us from time to time, currently being Monday to Friday, 08H30 to 17h00, but excluding public holidays;
- 1.1.25 **"Party /Parties"** means you and Altech Autopage Cellular (Pty) Ltd with its principal place of business at Bekker Road, Waterfall Park, 2 Augrabies Road, Midrand, 1685 ("us/we/our");
- 1.1.26 **"Personal Information"** means all personal details that you provide to us, such as your identity, whereabouts, credit levels, financial status, earning capabilities, family members, likes, preferences, dislikes, and gender, that we need in order to process your application;
- 1.1.27 **"Post-paid Account"** means the fixed -term account, which is usually for a 2 (two) year period, and where you are charged in advance for the Selected Mobile Services and Mobile Goods (subscription), and in arrears for the usage thereon. This is known as the bundle of Mobile Goods and Mobile Services, which may include, line rental and / or fixed charges for the phone number and account, usage charges per minute of voice service, per text, picture or multimedia message sent or received and per megabyte of data service used, alternatively a flat fee for Unlimited Voice, Messaging and Data services;
- 1.1.28 **"Pre-Paid Account"** means an account held by us on your behalf, which when credited with airtime by you, allows you to use the Mobile Services until such airtime is used up. It is commonly known as pay-as-you-go. If you do not have available credit, access to the requested service is denied. Users are able to top up their credit at any time using a variety of payment options;
- 1.1.29 **"Regulations"** means any regulations promulgated in terms of the Act;

- 1.1.30 **"Renewal Period"** means the additional period for which the Parties have renewed this Agreement, as described in the Renewal Addendum, which period will begin on the day immediately after the last day of the Initial period;
- 1.1.31 **"Renewal Addendum"** means the renewal agreement concluded by the Parties which sets out the terms that apply to the Renewal Period;
- 1.1.32 **"Subscriber"** means you;
- 1.1.33 **"Selected Mobile Services and Mobile Goods"** means those goods and services together with the Tariff plan that you have selected on your Application Form, which goods and services we have agreed to provide to you subject to the terms and conditions of this Agreement;
- 1.1.34 **"SIM card"** means the card incorporating the Mobile number allocated to you, which will allow you to use the Network and the Selected Mobile Goods and Mobile Services;
- 1.1.35 **"Tariff"** means those tariff Charges payable by you in respect of the Selected Services and Mobile Goods, as determined by us from time to time, which Tariff is available to you on request;
- 1.1.36 **"Tariff plan"** means all charges, fees and subscriptions payable by you in respect of the selected Mobile Services and Mobile Goods you have received in terms of this Agreement;
- 1.1.37 **"Terms and conditions"** means these terms and conditions read together with the Application Form, other related documents and any Renewal agreement;
- 1.1.38 **"VAS"** means the value added mobile services that we offer. Some examples of these value added services are itemized billing, client based anti-virus and pin based recharges. These services and charges applicable thereto may change from time to time in our sole discretion, with notice to you.
- 1.2 When reading this Agreement:
- 1.2.1 words that refer to the singular will also refer to the plural and vice versa;
- 1.2.2 words that refer to one gender will also refer to the other gender; and
- 1.2.3 any reference to an actual person will include a body corporate, firm or association and vice versa.
- 1.3. The Electronic Communications and Transactions Act, 25 of 2002 (ECTA) ("the Act") will apply and the Parties agree that:
- 1.3.1 the initialling or signature of any document in terms of this Agreement, may be carried out in any manner recognised by law, including the use of an electronic signature, as defined in ECTA;
- 1.3.2 if anything is required to be in writing, any electronic communication, including an SMS, voice mail, telephonic call or electronic message such as an email, exchanged between the Parties, will meet this requirement.
- 1.3.3 When a particular number of business days are provided for between the happening of one event and another, the number of days must be calculated by—
- 1.3.3.1 excluding the day on which the first such event occurs;
- 1.3.3.2 including the day on or by which the second event is to occur; and
- 1.3.3.3 excluding any public holiday, Saturday or Sunday that falls on or between the days contemplated in paragraphs 1.3.3.1 and 1.3.3.2 above.
- 2. OUR AGREEMENT**
- 2.1 By completing our Application Form you have requested us to provide you with certain Mobile Goods and Mobile Services. Please note that should we accept your application and provide you with the requested Mobile Goods and Mobile Services this Agreement and its terms and conditions will apply to you.
- 2.2 Once we have accepted your application we will provide you with a copy of the Agreement at no cost to you.
- 2.3 As a Party to the Agreement you understand that the Act and its Regulations as well as any directive or tariff plan issued by us, which relates to your Selected Mobile Services and Mobile Goods, will apply to you. You will be made aware, in writing, of any applicable directive or Tariff Plan issued by us. You may also view the directives and Tariff Plans on our website.
- 2.4 We will have the right to change this Agreement on occasion, and you will be reasonably notified, in writing, of any changes that we might make. These changes may also be viewed on our website.
- 3. YOUR PERSONAL INFORMATION**
- The Personal Information that we receive from you is used strictly for the purpose for which it has been collected. This means that the use of any of your Personal Information by us will be done in accordance with all applicable laws that are in force in South Africa from time to time.
- 4. DURATION, RENEWAL AND TERMINATION**
- 4.1 How long does this Agreement last?**
- The Agreement will start on the Connection date and will continue for the Initial Period.
- 4.2 Can the Agreement be renewed?**
- 4.2.1 You will be advised on a monthly basis of the date on which the Initial contract will end. You agree that we may send this notification to you via your monthly bill which will in addition to the above contain the following information:
- 4.2.1.1 the date on which your agreement with us comes to an end;
- 4.2.1.2 when you are entitled to renew this agreement from;
- 4.2.1.3 a contact number or website address that you may make use of in order to talk to us about your renewal and to view any deals that we are offering at the time.
- 4.2.2 If you do not inform us of your intention to either terminate or renew this Agreement, the Agreement will continue on a month to month basis on the same terms and conditions as this Agreement, except in the event of you receiving a special discounted deal in this agreement in which case should the agreement continue month to month the discounted portion of the deal may revert to the full non-discounted amount after the initial period. Your future service charges will be charged according to the Monthly Service Charges referred to in clause 4.2.1 above.
- 4.3 When can the Agreement be terminated?**
- 4.3.1 You may terminate the Agreement at any time, and for no particular reason or cause, provided that you give us at least 20 (twenty) Business Days notice of your decision to terminate the Agreement. Your notice of termination must be in writing or any other recordable form. Should you terminate this Agreement in terms of this clause you will be charged a reasonable early cancellation fee.
- 4.3.2 We will accept your termination and terminate all Selected Mobile Services and Mobile Goods once you have paid to us the following:
- 4.3.2.1 all outstanding amounts owed to us by you in terms of this Agreement, this will include all amounts up to the date of termination of this Agreement;
- 4.3.2.2 the early cancellation fee that we charge will be the lesser of the two amounts as set out in clause 4.3.2.2.1 and 4.3.2.2.2 below, calculated as follows:
- 4.3.2.2.1 the total value of all future monthly service fees that we would have been entitled to charge you if this Agreement had not been terminated early; or
- 4.3.2.2.2 any amount that we may owe the relevant Network ("claw-back") as a result of that Network having subsidized your selected package at the time of concluding this Agreement.
- 4.3.2.3 You must pay the early cancellation fee together with the amount referred to in clause 4.3.2 and the sub clauses thereto upon receipt of our final invoice to you, which will set out all outstanding amounts and the early cancellation fee, prior to us terminating this Agreement.

- 4.3.3 If you fail to pay any or all amounts invoiced under clauses 4.3.2.1 and 4.3.2.2, on the due date, we will have the right to refuse your early termination request, in which case this Agreement will carry on as if no such early termination request had been made by you.

4.3.5 Porting

- 4.3.5.1 In the event of you opting to port away from us as your preferred service provider or porting between any Network who you have chosen as your service provider then you accept that your port will be considered as an early termination of this Agreement and that you will be liable for all charges applicable to the port.
- 4.3.5.2 Should you opt to port to another Network then it is your responsibility to find out from us what the amount that you will be liable to us for will be prior to the port being applied for.

5. NETWORK SERVICES

5.1 Using the Services

- 5.1.1 All Mobile Services and Mobile Goods used by you on the selected Network must be approved by ICASA. You are also required to comply with all legislation applicable to the use of the Mobile Services and Mobile Goods and the Network, including the Act, the Regulations and any notices or directives issued by the Authority (ICASA) from time to time.

- 5.1.2 You may not use the Network, the Mobile Goods and the Mobile Services for any improper, immoral or unlawful purposes.

5.2 Dropped calls and unavailability of networks and discontinuation of VAS services

- 5.2.1 In the event of dropped calls, unavailability of networks or the discontinuation of our Value Added Services you may not:

- 5.2.1.1 refuse to pay any amount of money that is due and payable by you; or

- 5.2.1.2 deduct any monies in respect of "dropped" or discontinued calls and/or connections or any temporary unavailability of the Mobile Services which are beyond our control, examples of which would be, extra traffic on the Network due to a sports event, excessive use by users or technical problems, which result in line congestion, fatigue and the general unavailability of the Network or any VAS services provided to you.

- 5.2.2 Any Value Added Services that we offer to you is done so at our option and we may suspend or withdraw these services for any reason whatsoever. We will give you reasonable notice before we suspend or withdraw any of our value added services. Below are some examples of when we will suspend or withdraw Value Added Services:

- 5.2.2.1 if the Value Added Services are suspended by third parties (i.e. the parties that make the Value Added Services available to us);

- 5.2.2.2 if the Value Added Services are being abused by you or our customers in general;

- 5.2.2.3 if the Value Added Service has reached the end of its lifespan, and it is no longer economical to provide the service;

- 5.2.2.4 if there is no real demand for a particular Value Added Service; and / or

- 5.2.2.5 if the Authority, the Act or some other law or body requires the Valued Added Service to be discontinued.

- 5.2.3 After the date of suspension or withdrawal you will not be charged or invoiced for any Value Added Service that has been suspended or withdrawn by us.

5.3 Mobile Numbers

Should it be reasonable and necessary, we will have the right to change any code or Mobile number which has been allocated to you in terms of this Agreement.

5.4 Assignment of the Services

We may not always be able to provide you with the Selected Mobile Goods or Mobile Services you have

requested. Should this be the case you accept that we have the right to transfer all of our rights and obligations in terms of this Agreement to any other Network operator. We will inform you if any such change should occur.

5.5 Migration of Mobile Services

- 5.5.1 You have the right to change and/or vary the Mobile Services that you are receiving in terms of this Agreement. This procedure is known as a "migration".

- 5.5.2 Your request to migrate will be granted subject to the following conditions:

- 5.5.2.1 we may decide whether or not to grant your migration request and if such migration has been allowed by us, you will be required to pay certain migration charges which will be provided to you in the event of you requesting same prior to any migration application. These charges are applicable in accordance with the rules dictated by the relevant Network and can be provided to you upon request;
- 5.5.2.2 any migration will not result in a new agreement. The Parties will need to make an amendment to this Agreement. The amendment will include the details of the amended Mobile Services and associated Tariff Plan, selected by you;
- 5.5.2.3 any migration will take effect at the end of the calendar month following the conclusion of the required amendment to this Agreement or payment of the migration charges, whichever is the later.

- 5.5.2.4 in the event of you migrating to a higher or lower Tariff Plan, you will be allowed to keep all your unused minutes/seconds, if any, only if this is applicable as per the relevant Network rules which are applicable to the migration. All minutes/seconds used after the depletion of the minutes/seconds that formed part of the package shall be charged at the current out of bundle rate as set out in the Tariff.

5.6 SIM Card and Associated costs

- 5.6.1 We have no control over your use of the Selected Mobile Services and Mobile Goods. This means that you will be responsible for the payment of all charges in respect of any use of your selected Mobile Goods and Mobile Services, including all costs and charges associated with the use of the SIM card:

- 5.6.1.1 this will include any charges that may occur as a result of the use of your Mobile Goods or SIM card by another person, regardless of whether or not that person had your permission to do so; and

- 5.6.1.2 regardless of the place or area where the Mobile Goods or SIM card is used including international use;

- 5.6.1.3 regardless of any call barring/alerting services (with or without a limit) which have been requested by you and form part of the Selected Mobile Services and Mobile Goods and associated Tariff plan.

- 5.6.2 You are aware that we are not able to provide you with any information in respect of any of the websites that you may have visited using while using the SIM/Data/3G card.

- 5.6.3 It is advisable to lock your SIM card against the use of any voice or data services that you may not require.

- 5.6.4 If your Mobile Goods and/or SIM card is lost, stolen or destroyed,

- 5.6.4.1 You must immediately notify us as well as any police official at any police station in writing that the Mobile Goods and SIM card has been lost, stolen, misplaced or destroyed. This is in accordance with section 41 of the Regulation of Interception of Communications and Provision of Communication-related Information Act 70 of 2002.

- 5.6.4.2 the cost of replacing the lost, stolen or destroyed Mobile Goods and/or SIM card will be your responsibility.

- 5.6.4.3 you will be liable for all charges occurring on the SIM card up until such time as the suspension of the SIM card actually occurs on the relevant Network.

5.7 International Roaming:

- 5.7.1 International Roaming is an optional value added service. If you want international roaming you will have to submit a request to us. Once we have received your written request we will decide whether or not to grant your request. International roaming incurs substantial charges and it is your responsibility to ensure that you are aware of these charges prior to requesting such activation.
- 5.7.2 International Roaming is only available in certain countries. If you have requested us to activate this service it is your responsibility to find out from us if you will be able to obtain roaming in the country that you are travelling to;
- 5.7.3 When you apply for International Roaming it is important that you are aware that:
- 5.7.3.1 you may be asked to pay an activation deposit so that we may activate international roaming for you;
- 5.7.3.2 you will be charged for roaming calls when:
- i) you receive calls while overseas;
 - ii) you make calls to your home country and other countries while overseas;
 - iii) you receive SMS (Short Message Service) while overseas;
 - iv) you send SMS (Short Message Service) to your home country and other countries while overseas;
 - v) you receive MMS (Multimedia Message Service) while overseas;
 - vi) you send MMS (Multimedia Message Service) to your home country and other countries while overseas;
 - vii) you use any data services available on your handset including features like BlackBerry® while overseas;
- It is your responsibility to make sure that you know and understand the charges that will apply to you should International Roaming be activated on your account. Should you wish to make use of international roaming service you will be required to sign an additional set of terms and conditions that are applicable to international roaming, upon application for international roaming and it is in our sole discretion as to whether or not we will grant you access to this functionality.
- 5.7.3.3 International roaming calls on all package plans will be billed on a per minute basis or in accordance with the applicable Network rules which may differ depending on your selected Network;
- 5.7.3.4 International calling rates will be calculated according to the applicable exchange rates, which may change from time to time;
- 5.7.3.5 Once international roaming has been activated on your account, it will be kept active until you provide us with a request to deactivate the service. It is in your best interest to make sure that the service is deactivated when you return to South Africa. This will help protect you against receiving a very high bill should your SIM card be lost or stolen once you have returned to South Africa.
- 6. CHARGES AND PAYMENT**
- 6.1 In return for the supply and access to the Selected Mobile Services and Mobile Goods on the selected Network, you agree and understand to pay to us, on receipt of the Monthly invoice, the Charges as per the Tariff plan.
- 6.2 The following amounts, if applicable, can be found on the Monthly invoice that will be sent to you:
- 6.2.1 **connection charge:** are any once off start-up charges that will be charged in the first month of this Agreement, which includes amongst other charges, your SIM card fee unless this fee is specifically excluded;
- 6.2.2 **reconnection charge:** if for any reason your Mobile Goods or Mobile Services are disconnected, a reconnection charge will be charged for any reconnection carried out by us;
- 6.2.3 **rental charges:** levied periodically, for the duration of the agreement in respect of the use of the Selected Mobile Goods where applicable, which amount is payable monthly/annually in advance for the first and any subsequent rental period, as from the Connection date;
- 6.2.4 **maintenance charges:** levied periodically, usually on a monthly basis, or on performance, depending on the type of maintenance contract, for maintenance of the Selected Mobile Goods that we have contracted to provide to you that are not covered by the rental charges, which amounts are payable in advance for the first and any subsequent maintenance period, as from the date on which the maintenance contract is signed, or as performed, as the case may be;
- 6.2.5 **early cancellation fee:** (see clause 4.3) this refers to the reasonable amount that we may charge you in respect of any costs that we may have incurred in respect of subsidized Mobile Goods during the Initial period, or any subsequent Renewal period, or the remaining monthly subscription charges remaining on the Mobile Services, whichever is the lesser amount;
- 6.2.6 **migration costs:** the Charges associated with the migration of your Mobile Services ;
- 6.2.7 **VAT:** Value Added Tax Charges that are compulsory in terms of the Value Added Tax Act 89 of 1991; and
- 6.2.8 **VAS:** any charges for Value Added Services selected by you;
- 6.3 Deposits, set off and unpaid accounts**
- 6.3.1 We have the right to request you to pay a deposit before we provide you with any Mobile Goods or Mobile Services. Any amount that is due and owing to us that you have failed to pay may be deducted from this deposit amount.
- 6.3.2 Even though the provision of the selected Mobile Services and Mobile Goods are treated separately in this Agreement, where any amounts due to us are not paid on the due date, we will have the right, without prejudice to any of our rights, to:
- 6.3.2.1 suspend your access to the Mobile Services or the entire account including both the Selected Mobile Services and the Mobile Goods;
 - 6.3.2.2 offset against any such deposit, any amount due to us by you together with interest thereon, if applicable, at the Interest rate; and
 - 6.3.2.3 demand payment of an additional or an increased deposit, as determined by us as a pre-condition for restoring the Selected Mobile Services and Mobile Goods. Such a deposit shall be in addition to the payment of any outstanding amounts and reconnection charges due to us.
- 6.3.3 The deposit will be held in a non interest bearing suspense account. On termination of the Agreement, we will refund any balance of any deposit to you, subject to any offsets referred to under clause 6.3.2 above.
- 6.3.4 We reserve the right to charge you interest on all outstanding amounts not paid by you on the due date. The interest shall be charged at a rate of 2% (two percent) per year, above the prime lending rate, in accordance with the increase or decrease of the prime lending rate at any given time.
- 6.4 Billing**
- 6.4.1 We will provide you with a Monthly invoice, which invoice will be a statement of all your monthly charges in terms of this Agreement. The Monthly invoice will detail all amounts that are due and payable by you.
- 6.4.2 Itemized billing is a Value Added Service that is available to you, either at no Charge or at the applicable Charge, depending on the selected Mobile Service. You know and understand that there is an additional charge for the use of any Value Added Service.

- 6.4.3 We will have the right to charge you for all outstanding call usage made by you as and when that billing is passed down from the Network Operators to us, which may not necessarily be in the succeeding months bill received by you, but in any event international call billing shall not be charged after a period of 6 (six) months has lapsed after you have notified us to deactivate the international roaming functionality upon your return from international travel.
- 6.4.4 If you use any service or subscription offered by a wireless application service provider ("Wasp") we will be entitled to debit your account for those services or subscriptions, as we get charged for these as and when such billing is provided to us from that Wasp.
- 6.4.5 You agree that all charges, whether voice or data, in relation to the package you have chosen have been explained to you and you understand how the charges apply.
- 6.4.6 You further agree that you understand all the Network rules with regards to inclusive minutes or rand values applicable to the package chosen by you including the expiry of those rand values and inclusive minutes.
- 6.5 **Payments**
- 6.5.1 You are responsible for the payment of all Charges detailed on the Monthly invoice on the due date reflected thereon.
- 6.5.2 Any amount that you owe us must be paid by a monthly debit order. These amounts must be paid on time and free of deduction or set-off. Payment must be made at our principal place of business or to our bankers, which details can be found on our invoice. Non-receipt of a Monthly invoice will not be grounds for non-payment by you.
- 6.5.3 You will remain responsible for payment until payment has been received into our bank account.
- 6.5.4 If you cancel the debit order without our prior written permission to do so you will be in breach of this Agreement. If any debit order or cheque payment is returned, unpaid or stopped or if any charge card account or credit card account is rejected, we will have the right to suspend your account until such outstanding amounts and reconnection Charges have been received and paid in full by you.
- 6.6 **Changes to Charges**
We will have the right to increase and / or reduce any of the amounts detailed under the Tariff.
- 6.7 **Credit Limit and credit checks**
- 6.7.1 If you fail to meet the conditions of our credit checks we will have the right to refuse to provide you with any of the Mobile Goods or Mobile Services that you have applied for.
- 6.7.2 You accept and understand that by entering into this Agreement you have given us permission to not only check the correctness of the information you have given us, but to also carry out general credit checks in order to determine your creditworthiness.
- 6.7.3 We will have the right to place a limit on the Charges that you may incur in respect of the Selected Mobile Goods and Mobile Services, and will further be entitled to suspend any of our services if you exceed that limit.
- 6.7.4 We will also be entitled to hand over any information in respect of your account, including details of your creditworthiness, credit history and compliance with this Agreement, to any credit bureau that has been registered in terms of the National Credit Act 34 of 2005.
7. **DELIVERY , RISK AND OWNERSHIP OF THE MOBILE GOODS**
- 7.1 Once we have processed and accepted your Application Form we will, within a reasonable time, deliver the Selected Mobile Services and Mobile Goods to you. Delivery will take place at either:
- 7.1.1 our offices, the address of which can be found on the first page of this Agreement; or
- 7.1.2 the address provided to us by you on your Application Form. Mobile Goods delivered to your address will be delivered by a courier service that has been selected by us. Before delivery takes place you will be informed of the name of the appointed courier service.
- 7.2 Ownership and risk, including loss, theft, damage or destruction, in and to the Selected Mobile Services and Mobile Goods will pass to you on the date of delivery. Ownership in and to any Mobile Goods that are leased or rented from us, will not pass to you and will remain our property at all times however all risk in and to the property will pass to you upon delivery thereof and it is your responsibility to ensure that all Mobile Goods, leased or rented to you are returned to us in good working order and substantially the same condition.
- 7.3 For the avoidance of doubt, and notwithstanding that you have purchased or leased the Selected Mobile Goods from us, where as part of the Selected Mobile Goods, you have purchased Mobile Goods at a subsidized price from us, risk of loss, theft, destruction or damage to the Mobile Goods, shall pass immediately to you upon delivery of the Mobile Goods to you.
- 7.4 In the event that your SIM card, Mobile Goods are damaged, lost or stolen this Agreement will carry on, and you will remain responsible for the payment of any amount that becomes due and payable in terms of this Agreement. This clause will also apply in the case of leased Mobile Goods.
- 7.5 If you decide to insure the Selected Mobile Goods it is your responsibility to make sure that you know and understand the terms and conditions of the applicable insurance policy.
8. **DEFECTS, LIABILITY, WARRANTIES AND REPAIRS**
- 8.1 Together with the importer and manufacturer we warrant that all Mobile Goods, including software, purchased or leased from us, will for a period of 6 (six) months from the date of purchase or lease, be:
- 8.1.1 reasonably suitable for the purpose for which they were purchased or leased;
- 8.1.2 of good quality, in good working order and free of any defects;
- 8.1.3 in good working order for a reasonable period of time, provided that they have not been misused by you; and
- 8.1.4 in compliance with any applicable standards set under the Standards Act, 1993 (Act No. 29 of 1993), or any other public regulation, subject always to reasonable wear and tear and provided that such Mobile Goods have not been misused, over-loaded or modified.
- 8.2 If the Mobile Goods, including the software and battery used in connection with the Mobile Goods, in your opinion, do not comply with the standards set out in clause 8.1, you must notify us immediately of the defect and/or failure and deliver the Mobile Goods to either our head office or any of our outlet centres, so that we may organise for the repair, replacement or upgrade of the Mobile Goods in question.
- 8.3 We will accept and inspect the faulty Mobile Goods subject the following conditions:
- 8.3.1 the Mobile Goods will be sent to our technical centre for further examination, and an analysis of the goods will be carried out, which will take between 5 (five) to 6 (six) weeks. We will notify you if the analysis will take longer than 5 (five) to 6 (six) weeks;
- 8.3.2 our acceptance of the Mobile Goods will not constitute and admission of liability by us, nor does it mean that the Mobile Goods:
- 8.3.2.1 are defective or do not comply with sections 53, 54, 55 and 61 of the Consumer Protection Act, 2008 or
- 8.3.2.2 do not comply with the standards set out in clause 8.1;
- 8.3.3 We will notify you as soon as possible, and within the time period set out in clause 8.3.1, of the results of any inspection and or analysis carried out by us in terms of this clause 8. We will also notify you as to whether or not we accept responsibility for any defect or failure.

- 8.3.4 If upon inspection we find that the Mobile Goods do not comply with the standards set out in clause 8.1, and we do accept responsibility for the defect and/or failure, and such defect and/or failure has come to our attention either within the first 6 (six) months of this Agreement or within 6 (six) months from the date of delivery of the defective goods to you, whichever is the later, we will either—
- 8.3.4.1 at our discretion repair or replace the failed, unsafe or defective goods; or
- 8.3.4.2 at your request refund any amount paid by you, for the defective goods.
- 8.3.5 If we decide to repair the Mobile Goods, or any component of any such goods, and within 3 (three) months after that repair, the failure, defect or unsafe feature has not been fixed, or a further failure, defect or unsafe feature is discovered, you may decide whether you would like us to either:
- 8.3.5.1 replace the goods; or
- 8.3.5.2 refund any amount paid by you for the goods in question.
- 8.4 We will not be liable in respect of any returned Mobile Goods that do not fall under the 6 (six) month warranty period set out clause 8.1 above. In such an event we may offer to repair the Mobile Goods at your cost, and subject to the following conditions:
- 8.4.1 When we accept any Mobile Goods for repairs and/or maintenance we are acting as an agent of the manufacturer or local supplier of the Mobile Goods, and as such are acting on their behalf;
- 8.4.2 We will not be liable for any loss, damage, destruction, theft or negligent workmanship, including the loss of information of any kind stored on the Mobile Goods, that may occur while any kind of repair or maintenance works are being carried out on the Mobile Goods by the manufacturer or local supplier.
- 8.4.3 The costs of any repair or maintenance work completed outside of the abovementioned 6 (six) month period will be for your account. We will therefore provide you with a quote for any maintenance or repair work that is to be carried out on your Mobile Goods. We will not begin any maintenance or repair work until you have accepted our quote.
- 8.4.4 Any repairs that cost R400.00 (four hundred rand) or less will be carried out as if you have specifically given us consent to do so. In this event the terms of clause 8.4.3 above will not apply.
- 9. COOLING-OFF AND RETURN OF GOODS**
- 9.1 Your right to cool-off**
- 9.1.1 If you have entered into this agreement **as a result of direct marketing**, for example as a result of a telephone call or SMS you have received from us, you may exercise your right to cool-off. Cooling-off means that you are entitled to cancel the entire Agreement (including both the Mobile Goods and Mobile Services without reason or penalty, subject to the following conditions:
- 9.1.1.1 You must have entered into the agreement as a result of direct marketing;
- 9.1.1.2 You must inform us within 5 (five) Business Days of having received the Mobile Goods (i.e. the handset) of your intention to cool-off;
- 9.1.1.3 If you have decided to cool-off you must return the Mobile Goods to us within 10 (Ten) Business Days of having received the Mobile Goods;
- 9.1.1.4 You will not be charged a penalty for cooling-off, but we are entitled to charge you a reasonable amount for your use of the Mobile Goods and Mobile Services during the cooling off period. These reasonable charges will be worked out and shall include any usage on the services, the first month's subscription fee, calls made, data utilized and any amounts that may have been used in part or in full on the Gift Voucher, if applicable, that you may have received as part of the package with the Mobile Goods.
- 9.1.1.5 Should the returned Mobile Goods be damaged in any way, or should you fail to return any of the Mobile Goods accessories, we are entitled to charge you for those reasonable costs incurred by us to repair or replace the goods.
- 9.2 Return of Goods**
- 9.2.1 Apart from your right to cool-off, and irrespective whether you took out the contact as a result of direct marketing or otherwise you may at any time within 10 (ten) Business Days of having received the Mobile Goods return the Mobile Goods to us, in which event the Mobile Services portion of the Agreement will carry on and you will be charged for the Mobile Services until you cancel same on 20 (twenty) Business Days notice as envisaged in clause 4.3. You accept and understand that the Mobile Goods that we provide to you are subsidised by us. This means that if you choose to return the Mobile Goods your Mobile Service Charges (monthly subscription fee) will not be reduced nor will you be refunded for any amount for the Mobile Goods (unless you have paid in an amount for same or paid cash for the Mobile Goods).
- 9.2.2 If Mobile Goods are returned by you we will have the right to charge you a reasonable amount for the use of the Mobile Goods. Should the returned Mobile Goods be damaged in any way, or should you fail to return any of the Mobile Goods accessories, we are entitled to charge you for those reasonable costs incurred by us to repair or replace the goods. If there are no damages to the Mobile Goods, we will refund any amounts owing to you within 15 (fifteen) Business Days of you returning the Mobile Goods.
- 9.2.3 The Mobile Goods and Mobile Services of this Agreement are separate. This means that in addition to being able to cancel this Agreement in its entirety, you may choose to return only the Mobile Goods in which case the Mobile Services portion of the Agreement will continue.
- 9.2.4 You accept and understand that the Mobile Goods that we provide to you are subsidized by us. This means that if you choose to return the Mobile Goods your Mobile Service Charges (monthly subscription fee) will not be reduced.
- 10. LEAST COST ROUTING**
- 10.1 In addition to the clauses above, this clause shall apply to you only if you are taking out any least cost routing packages and or solutions with us.
- 10.2 Communication with other service providers**
- 10.2.1 You agree that a representative of ours may contact Telkom SA Limited ("Telkom"), or any other service providers (collectively, "the service providers") in order for us to be able to obtain all information which may be necessary in order for us to render the services. Should we so require, you shall sign a separate letter authorising us to approach other service providers so that we can request such information from them. When we have this letter we can use it as proof that you have authorized us to receive the required information from the service providers for the purposes set out in this clause.
- 10.2.2 You further authorize us to enter into such agreements and arrangements with third parties as may be necessary in order for us to render the services to you.
- 10.3. Equipment**
- 10.3.1 You will grant us permission to access the premises, telephone ports and infrastructure so that we may install the equipment properly.
- 10.3.2 All risk in and to all equipment supplied by us to you, under the agreement, shall pass to you upon installation thereof.

- 10.3.3 If the equipment or any part thereof is lost, stolen or damaged, you shall immediately notify us in writing and until such notification has been received by us you will remain liable for all costs and charges pertaining to that equipment. We will, as soon as reasonably possible, issue replacement equipment to you, and may in our discretion, require you to effect payment of a reasonable charge in respect of the cost of issuing such replacement. Such loss, theft of, or damage to and/or issue of replacement equipment shall in no way be deemed to constitute a termination of this Agreement.
- 10.3.4 You agree that any equipment supplied by us in terms of this Agreement is movable property and in spite of any installation of the equipment at your premises, it is the clear and expressed intention that the equipment shall at all times remain our property.
- 10.3.5 We shall have the right to remove the equipment on termination of this Agreement.
- 10.3.6 You will, upon the installation of the equipment, notify the landlord of the premises where the equipment is to be installed the we shall at all times retain ownership of the equipment.
- 10.4 Minimum Billing**
In the event of you having chosen a service that has a certain amount that is payable as a minimum amount monthly then you agree that we will charge you the minimum monthly charge for the duration of this Agreement, accordingly even though your usage on the service during any particular month may be less than the minimum monthly charge that you have agreed to.
- 11. LIABILITY**
- 11.1 Except for any liability which we may incur or be liable for under section 61 of the Consumer Protection Act, 2008, and if such liability is proved in a court of law, we will not be liable for any loss or damage that you or any other person may suffer as a result of your use of the Selected Mobile Goods and/ or Mobile Services.
- 11.2 We will not be liable to you if the Selected Mobile Services, including the selected Network, are interrupted, suspended or cancelled for any reason that is beyond our direct control.
- 11.3 We will have the right to change any number, code, password, user identity or name allocated to you, and we will not be liable to you for any loss or damages that may occur as a result of such change. You understand that these numbers do not belong to us, and that any change that we may make will be as a result of a directive issued by the Authority in terms of the Act.
- 12. ASSISTANCE AND YOUR COMPLAINTS**
- 12.1 Applications for service, account enquiries and reporting of faults**
- 12.1.1 Your questions**
If you have any questions in respect of additional Mobile Services and Mobile Goods, Tariffs, Charges and accounts or need to report a service fault to us, you may contact any one of our customer service centres for assistance.
- 12.2 What to do when you have a complaint**
- 12.2.1 Any complaints that you may have in respect of billing and/or the Selected Mobile Services and Mobile Goods provided to you may lodged with our head office or one of our selected outlets. In order to lodge a complaint you must follow the procedure described below:
- 12.3 The complaint chain:**
- 12.3.1 You must first contact one of our local customer service centres and ask to speak to a supervisor for assistance;
- 12.3.2 if your complaint is still not resolved, you may direct your complaint to the office of our regional customer care manager. You may ask our customer service centre to provide you with the telephone number of our regional customer care centre;
- 12.3.3 thereafter the regional customer care manager will investigate your complaint and resolve it. If ,for some reason, after the regional customer care manager's attempts to resolve your complaint, it remains unresolved, and once the result of such attempts have been communicated to you, you may direct your complaint to the office of the Customer Services. You may ask our regional customer care centre to provide you with the telephone number of the Customer Services office;
- 12.3.4 The Customer Services office will assess your complaint and the steps taken by our employees to resolve the complaint, and will inform you of the outcome of your complaint.
- 13. DISPUTE RESOLUTION**
- 13.1 If after you have followed the procedure described in clause 12.3 above you are still not satisfied with any of our attempts to resolve your complaint and the matter in dispute does not involve a complicated issue of law, or does not involve an amount larger than any amount the Authority may determine from time to time then either Party may declare a dispute by delivering the details of the dispute to the other Party, and may request that the dispute be referred by the Parties, with or without legal representation, to arbitration by a single arbitrator within the Magistrates' Court jurisdiction where the services in terms of this Agreement are provided.
- 13.2 The arbitrator will determine the place and time of the arbitration proceedings.
- 13.3 The arbitration proceedings will conducted by a single arbitrator. The parties will agree amongst themselves who the arbitrator will be. If, for some reason the Parties cannot agree on an arbitrator either Party may request the Chairman of the Association of Arbitrators or the Chairman of the Law Society, within that area, to appoint an arbitrator.
- 13.4 The Parties will make sure that the arbitrator appointed in terms of this clause has the necessary skills to allow him to decide the dispute in a satisfactory manner.
- 13.5 The arbitration will be conducted in an informal and summary manner and is to be held as soon as is reasonably possible, with a view to the arbitration being completed within twenty (20) Business Days of the appointment of the arbitrator. Any procedures that must be followed during arbitration will be determined by the appointed arbitrator.
- 13.6 The arbitrator's decision will be final and binding on the Parties.
- 13.7 The terms recorded in this clause 13 constitute the Parties' binding consent to the arbitration proceedings. As such neither Party will have the right withdraw their consent or claim that they are not bound by the arbitration proceedings.
- 14. BREACH AND TERMINATION**
- 14.1 If you breach any term of this Agreement for example failure to pay an amount that is due and payable by you, which will result in suspension of your access to the Mobile Service, we will give you 20 (twenty) Business Days notice to rectify the breach. If you do not rectify the breach within the 20 (twenty) Business Days notice period, we will have the right to cancel this Agreement, without prejudice to any of our rights to claim all and any damages that we may have suffered as a result of your breach.
- 14.2 If we breach any term of this Agreement, you will have the right to provide us with a letter calling on us to rectify the breach within 20 (twenty) Business Days. If we do not rectify the breach within the 20 (twenty) Business Days notice period, you may cancel the Agreement, without prejudice to any of your rights to claim any damages that you may have suffered as a result of our breach.
- 14.3 Any disputes that may arise as a result of this Agreement, which are subject

- to litigation, will be adjudicated upon by the Magistrates' Court.
- 14.4 If you are sequestered, liquidated or placed under judicial management, we will have the right to immediately cancel this Agreement. You will be reasonably notified of such cancellation.
- 15. LEGAL ADDRESS FOR SERVICE (DOMICILIUM AND NOTICES)**
- 15.1 The parties choose the addresses below as their chosen place to receive legal notices (*domicilium citandi et executandi*)
- 15.1.1 Autopage at: Bekker Road, Waterfall Park, 2 Augrabies Road, Midrand, 1685, and
- 15.1.2 The Subscriber: at the physical or residential address specified by you on the first page of this Agreement.
- 15.2 All notices given in terms of this Agreement must be in writing.
- 16. YOUR DETAILS AND CHANGES THERETO**
- You agree to provide us with all information, documentation and signatures that we may need in order to impose the payment arrangements found in this Agreement. You must inform us immediately if any of the information or details that you have provided to us have changed. Some examples of changes that we must be made aware of are any changes to your bank account, legal service address, which is referred to in clause 15 above, and credit card details.
- 17. CESSION**
- We have the right to cede any or all of the rights or obligations that we may have in terms of this Agreement. We also have the right to assign part or all of this Agreement to any third party. If we do decide to cede or assign any of our rights or obligations in terms of this Agreement we will give you reasonable notice of our intention to do so. You may not cede, assign, encumber or transfer any of your rights or obligations in terms of this Agreement unless you have our written consent to do so. Such consent will not be unreasonably withheld.
- 18. VARIATION AND CHANGES**
- We will have the right to change the terms of this Agreement. If any changes are made to this Agreement we will inform you in writing of the change/s or we will post the change/s on our website.
- 19. WHOLE AGREEMENT**
- This document is the entire Agreement, and no Party to this Agreement will have to comply with any term or condition that does not form part of this Agreement.
- 20. AUTHORITY**
- When any person is acting on our behalf and he/she has the necessary authority to do so, our authority does not need to be proved.
- 21. DUPLICATE AND SCANNED VERSION IN PLACE OF ORIGINAL**
- We will have the right, if we so choose, to scan this Agreement and destroy the paper version. If this should happen you agree that the scanned version is a valid and authentic version of this Agreement.
- 22. SPAM AND YOUR RIGHT TO OPT OUT**
- In terms of section 45 of the Electronic Communications and Transactions Act 25 of 2002, you may instruct us to remove your details from our mailing list. Should you do so all further unsolicited commercial and/or marketing communications made to you by us will be stopped.
- 23. SEVERABILITY**
- If one or more of these terms and conditions are found to be unenforceable or unreasonable it will be removed from this Agreement, but all remaining terms and conditions will continue to apply.
- 24. ACTS OF GOD**
- We will not be liable to you in the event that we are not able to perform any or all of our obligations in terms of this Agreement as a result of any force majeure.

Some examples of force majeure are: technical problems relating to the Networks, acts of God, Government controls, restrictions or prohibitions or any other Government act or omission, whether local or national, any act or default of any supplier, agent or sub-contractor, industrial disputes, strikes or work stoppages of any kind or any other similar or dissimilar cause, or any other event or occurrence that is outside of our control.

25. INDULGENCE AND RELAXING

Any leniency that we may grant you in terms of this Agreement will not prevent us from exercising any of the rights that we may have in terms of this Agreement in the future, including our right to require your strict compliance with this Agreement. Such leniency will not affect the validity of any terms or conditions of this Agreement.

26. INTELLECTUAL PROPERTY RIGHTS

You understand that any and all rights that we have in respect of any of our intellectual property belong to us. You therefore agree not to do anything or allow anything to be done that may infringe on our intellectual property rights. You further understand that we will have the right to hold you responsible for any damages that we may incur if you breach this clause.

27. COSTS

27.1 Your costs that you may have incurred as a result of our breach of any of the terms and conditions of this Agreement will be paid by us on an attorney and own client scale.

27.2 We will be entitled to recover from you, all and any costs that we may incur as a result of any breach of the terms and conditions of this Agreement by you. Some examples of such costs would be legal costs as on an attorney and own client scale, tracing costs and collection commission.